

Supplemental Rental and Rules Agreement

3C6MRVUG2ME550638

Owners: CHRIS & SARAH FLORES

512-970-2964

This supplemental rental and rules agreement will outline in considerable detail what is expected during your rental period. It may seem like a lot of information but we prefer to be up front and clear so there is no confusion or unrealistic expectations that may cause misunderstandings later. This agreement is a mandatory prerequisite to being allowed to use the RV during your rental period.

1. **Training:** Before the start of your trip, it is required to complete a pre-rental orientation of the RV. This orientation will take about 1 hour, depending on any prior experience you have with a RV. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
2. **No Refunds for Early Returns:** If you return the RV early we do not refund the unused days/time. This includes if you have been in a motor vehicle accident with the RV; however, if the MVA is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
3. **Fee for Late Returns:** A fee of \$50 per hour will be charged if the RV is returned later than the agreed upon time. If the RV is returned after dark or while owner is not home/unavailable, it will be checked in the next day, during daylight hours, and any applicable damages will be charged against your security deposit. Renter forfeits their right to complete a return walkthrough with owner, if the unit is returned at a time different than indicated in line item #20. All drivers must be at least 25 years old and must be listed on the platform's rental contract when you pick up the RV. NO EXCEPTIONS.

Example: 1-60 minutes late return \$50
 61-120 minutes late return will \$100

4. **Travel Restrictions:** No travel is allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Driving on a non-paved road inside a licensed RV park is acceptable. Driving on unapproved roads will result in the forfeiture of your entire deposit.
5. **Destination Restrictions:** International travel (Mexico & Canada) is strictly prohibited. Travel to music festivals in the RV is also strictly prohibited.
6. **Toll Roads, Red Light Cameras, Parking Tickets:** You are responsible to disclose any tolls, red light tickets or parking tickets to owners at the time you return the RV. If we receive any tolls (from out of state), tickets or fees related to your rental, a \$70 administration fee plus the cost of the bill for EACH invoice will be charged to you. Responsibility for any traffic or parking violations will be transferred to you and you will be charged a \$70 administration fee. **Tolls incurred in Texas will not be subject to the administration fee.** If you want to use toll roads outside of Texas, you are free to pay at the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc. mail comes our way or the \$70 administration fee, plus the bill will be applied. *Note: Most toll agencies are good to work with and will help you out if a mistake is made and you call them right away.*
7. **Campground Reservations:** We are not responsible for campground reservations – including cancellations for COVID. All campground reservations must be made separately from your reservation with us, with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this agreement. No refunds will be given for campsite reservation errors.

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8. Mileage: During the course of your RV rental, there are **150 miles** included per **day**. Each subsequent mile driven over the included number of miles will be charged against your security deposit, at a rate of **\$.25** per mile.
9. Awnings: We DO allow the usage of the exterior awning, but advise using caution! This is for your own protection, because they are NOT COVERED by insurance and they are very expensive to repair or replace if damaged. Damage to awnings, including damage while driving, any acts of nature, or negligence are 100% your responsibility and will exceed your security/damage deposit amount.
10. Fuel: The RV you are renting runs on **unleaded gas**. Failure to use the correct fuel will cause significant damage to the RV and you will be charged for all related damages and fees. You are responsible for all fuel charges. You are also responsible for re-fueling and any charges that may arise from running out of fuel. The RV must be returned with the same level of fuel present as the time of pickup/delivery, or a **\$100 refueling fee** will be charged to your security deposit for any necessary refueling.
11. Tires: The tires on the RV have been inspected and checked, along with all other parts, prior to your rental period, but if a tire has low pressure you can refill it with air. It is the renter's responsibility to utilize the onboard air pressure gauge at every refueling stop. In case of a flat tire or blow-out, please call roadside assistance. **DO NOT ATTEMPT TO FIX THE TIRE YOURSELF.**
12. Rooftop Usage: We do not allow the use of the RV rooftop other than use of our Road Bag or the Thule racks. Any other evidence of rooftop usage (shoe prints, trash, sagging areas) will result in a complete loss of your entire security deposit. In the event the damage is more than your security deposit, you agree to be fully responsible for the total cost of repair.
13. Bike Rack Usage: Use the bike rack at your own risk. The renter is fully liable for any damages done to personal bikes used during the trip. The owner will have no liability for damages, accidents, injuries or death caused by the bike rack usage. When using the bike rack, you must use a buddy to help when reversing the rig as the bikes reduce visibility through the window and camera.
14. RV Parking Spot: Use of our free parking spot is at your own risk. The renter is fully liable for any damages, accidents, injuries or theft that occurs while parking their personal vehicle in our RV parking spot. Personal vehicles must meet the minimum level of insurance standards for the state of Texas to be parked in our spot.
15. Dogs: You MUST request & get owner approval *before* allowing a dog in the RV. Owner reserves the right to accept or decline any dog, for any reason. Dogs are *not* allowed on any upholstered area due to the soft material and the risk of stains, smells or other damage. We do not charge an extra fee for a dog; however, there is an additional refundable deposit required for dogs, equal to \$250.00, per dog. If any pet damages occur, including evidence of pet urine or feces, you will forfeit your entire security deposit, and you agree to pay any excess damage fees. If any large amounts of pet hair are left upon return, you will be charged a full Deep Cleaning Fee for it to be removed. (See Fees Addendum)
16. Waste Holding Tanks: There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the black water waste holding tank as this will cause it to become clogged and require an exceptional amount of cleaning to clear. You will be provided with several rolls of RV safe toilet paper and we ask that this is the ONLY thing put into the waste holding tank (other than human waste). There is to be nothing other than sink or shower water put into the gray water holding tank. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning &/or repair to remove. **Use the outdoor shower for washing off dirt or dogs.**

13a. Waste holding tanks (Gray and Black) must be emptied prior to return and valves left CLOSED, and the screw cap left ON. If tank levels do not read 0% on the control panel, you will be charged a \$75 dump fee.

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17. Cleaning: We do NOT charge an up front cleaning fee. The RV must be returned with a clean interior and empty black and gray tanks. "Clean" means, as you received it or better – as shown in the trailer condition acknowledgement. If you return the RV dirty, you agree to pay a \$150 cleaning fee. Things like glitter, silly string, hair color, nail polish, etc can cause a lot of damage and should not be used in the RV.

14a. A Deep Cleaning Fee of \$300 will be assessed if RV is returned excessively unclean AND requires more than a surface cleaning or any reconditioning.

18. Smoking: There is NO SMOKING allowed in the RV. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$1500. NO EXCEPTIONS.
19. Seatbelts: The RV is equipped with **4 seatbelts**. We do not recommend travel in the RV without all passengers wearing a seatbelt. If you have a passenger in the RV who is not wearing a seatbelt, we hold no liability for any tickets, injuries, accidents, or death that may occur. You are responsible for being aware of local seatbelt laws wherever you take the RV.
20. WiFi: Use of our onboard Wifi is subject to a \$7 daily charge. By accepting this charge you understand that the Wifi is based on Verizon's cellular signal and certain areas may not have strong signal or could be in a dead zone. You also agree to use that our Wifi will not be used for any illegal activity or accessing any illegal content. Illegal usage of our Wifi will be reported to law enforcement.
21. RV Refrigerator: The RV refrigerator needs to be level to operate correctly. It is the renter's responsibility to ensure they are level when parked, to minimize risk for damage to the refrigerator. Any damage sustained by the refrigerator due to it being unlevel will be charged to the renter.
22. LP Detector: The LP detector is present for your safety. It is **battery operated**. Battery operated LP detectors occasionally need their batteries replaced. You can find spare batteries for the LP detector in the cabinet over the bed.
23. Generator: The use of the on board generator is included in your RV rental. You will be held responsible for the condition of the generator during the period of your rental. It must be returned in the same working condition as it was given to you. The generator is inspected between each rental. You will be responsible for replacing the generator if it is stolen or lost during the course of your rental period. You are responsible for all generator fuel and the operation of the generator during your rental period.
24. NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. If the RV is returned with any evidence of drug use or the transportation of drugs, it will result in law enforcement being called for a report and to collect the evidence.
25. Odors/Cooking: We do not allow anything that can create a strong smell in the RV that is difficult to remove, such as the long term storage or cooking of fish, deer, etc. These must be prepped/cooked outside the RV. If food/cooking odors are detected you will be charged and agree to pay the Deep Cleaning Fee of \$300.
26. Rental Period: Defined as the dates referenced on your booking confirmation from Outdoorsy/RVshare/Good Sam, while you are in possession of the RV keys and rig.
27. Damage/Minor Repairs: Any damages/issues/problems/repairs need to be reported to us immediately so that we may consult with a certified RV Tech. If a potential repair is minor, you may make the repair after consulting us. **Do not repair anything until you've spoken to us about it.** Replacement of defective parts and receipt must be brought back for reimbursement. If you purchase an item necessary due to an equipment failure (sewer or water hose, etc.) the item you purchased and the receipt must be surrendered upon return of the RV, if you want reimbursement. Should you make a

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repair without consulting us first, or without following written/oral instructions given, you assume liability for the repair and any subsequent repairs needed.

28. Renter Damages: If the RV, inside or out, and/or ANY of its contents that were present at the time of pick up, including, but not limited to couches/chairs, beds/bedding, counters, walls, everything on the inventory list, etc., are damaged or lost during your rental period you are responsible for paying all damages, whether you were at fault or not, or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). In case of an accident, theft or vandalism occurs, you are responsible for obtaining a police report, and notifying us immediately. (A documented thorough walk through will be completed, with renter present, at the time renter takes temporary possession) THE RENTAL PLATFORM (Outdoorsy, RV Share, etc) insurance policy does NOT cover interior damage or repairs. Damage to the interior of the RV is charged to the renter, via cash upon return or charged against your security deposit.
29. Driving Safety: Driving an RV is not like driving a standard vehicle and requires your undivided attention. ONLY verified drivers may drive the RV – never allow a valet or camp host or anyone else who is not a verified driver drive or park the RV. Please remember that RV's are much taller than a standard vehicle and are not equipped to withstand an impact with a tree, low bridge/overpass etc. These types of impacts will result in damages totaling MORE than your security deposit - be aware of low clearance signs. All damages to the RV, including damage while driving (tree, low overpass, drive-throughs, etc.), are 100% your responsibility and will exceed your security/damage deposit amount. Never attempt going through a drive-through or parking garage in the RV.
30. Towing: Use of our 3,500 lb tow hitch receiver is at your own risk. The renter is fully liable for any damages or theft that occurs to anything that is connected to the tow hitch receiver. **Towing other vehicles, campers, or anything else exceeding 200 lbs is strictly prohibited.**
31. Appliances: The air conditioning, radio, microwave, television, fans, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. In case of any malfunction please contact us immediately for assistance and we will do our best to troubleshoot or attempt to have someone come to you for repairs.
32. Camper Abandonment/Owner Retrieval: If for any reason you abandon the RV, you will be charged a \$3,000 fee for Abandonment and Retrieval - plus any applicable fees for ANY lost/missing keys or items/parts from the motorhome. Abandonment means leaving the trailer with no intention of returning to it or delivering it back to owner/drop-off location, before the end date/time of your rental period. In the event you abandon the trailer without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
33. Lockout/Lost Keys: In the event a lockout occurs you agree to pay \$2 per mile, round trip, for owner to drive and unlock RV and a fee of \$150 PER missing key. If owner is enroute and key is found and RV is unlocked, you will only need to pay for mileage up to that point round trip. If no lockout occurs but a key is missing upon return of RV, you will be charged a \$150 fee PER key. If RV OWNER determines a locksmith is required for lockout/lost key service, the full locksmith cost is to be paid by the RENTER, at the time of service – locksmiths must be scheduled and approved by owner before work is done.
34. First Aid Kit: There is a box of generic basic Band-Aids in the bathroom vanity cabinet – use these if necessary to avoid opening the first aid kit. Should you need it, there is a first aid kit provided. **Please inform us if the first aid kit is used.** In the event you use anything in it, take the kit with you – as this is a personal and bodily fluid/pathogen related item, it's not possible for us to pass it from renter to renter.
35. Extra fees: You may elect to add certain "extras" to your booking if you like. If you did not elect extra fees at the time of booking, such as the dump fee, etc., you can elect to have pay them at the time of pickup or have them deducted from your deposit.
36. GPS Tracking: The RV has been equipped with a GPS tracking device for safety and must not be removed/unplugged for any reason. Failure to accurately report your destination, or giving an arbitrary destination in order to attend a prohibited

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event will result in complete loss of your security deposit and you will be requested to return the RV to owner immediately, and NO refund will be granted for unused rental dates.

37. **Personal Property:** Your personal property brought with you is your responsibility, and by signing this agreement, you release RV owner(s) from all claims for loss of, or damage to, your personal property, or that of any other person left/carried in or on the RV during your rental period and day of return.
38. **Personal Injury:** You release the RV owner(s) from all claims for injury, including, but without limitation to, personal, bodily, or mental injury or death, as well as economic loss or damage to you, children, guests, or relatives during your rental period including return period.
39. **Severability:** If any provision within this Supplemental Rules and Rental Agreement is determined to be invalid, void, or unenforceable judicially, the remaining provisions shall remain in full effect and force.
40. **Modifications/Waivers:** No provision within this Supplemental Rules and Rental Agreement can be waived or modified for any reason except in a written document which the owner(s) signed.
41. **Damages Above Security Deposit/Insurance Claims:** In the event there is any damage above the amount of your security deposit, you agree to pay the RV owner(s) any monies due and allow the rental platform company to charge your credit card on file for said charges, plus processing fees.
42. **RV Return:** When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied BEFORE the keys are passed back to the owner. Once RV keys have been returned, the RV will not be allowed to be taken anywhere else and the rental period will be considered complete. (This is for insurance purposes) A preliminary walk through will be completed. Photos will also be taken by owner for reporting to rental platform &/or insurance. Once a thorough inspection has been completed by the RV owner, any fees for damages, cleaning, dumping, or any other charges will be deducted from your security deposit if applicable.
43. **Credits:** There will be no refund/credit for any lost rental time for any issue(s) that arise beyond the owner's control. This includes, but is not limited to, flat tire(s), weather, any and all systems within the RV that were working at pickup (refrigerator, heater, LED lights, sound system, etc.), damages to any part(s) of RV whether the renter was at fault or not, or due to renter's or any guests' negligence.
44. **Rental Period Extension:** If, for any reason, your rental period is extended beyond the original rental period dates, you agree that this document will also extend, be valid and enforceable for the entirety of your extended rental period.
45. **Security Deposit:** Your security deposit will be refunded (by the rental platform) after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere up to 72 hours post rental period.
46. **Boondocking/Dry Camping:** Camping without hookups (water, sewer, power) restricts the capabilities of the RV. You are limited to fresh water tank capacity, black & gray tank capacities, battery capacity, generator capacity (the gas tank), and propane capacity. These things need to be recharged, refilled, dumped, etc. These things are the responsibility of the renter. We, as owners, take NO responsibility for limited capabilities and capacities due to dry camping/boondocking. Should you choose to dry camp/boondock, you take full responsibility and liability for the limited capabilities and capacities, and any unmet expectations due to use without hookups.
47. **Value Agreement:** The renter agrees the replacement value of the RV is **\$111,510**

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48. Hold Harmless: Renter agrees to hold harmless the owner of the rented RV, at all times, for all situations. Renter assumes all risk when renting RV, and owner cannot be held responsible for any accident, injury, loss of income, loss of life or loss of or damage to personal property. Owner assumes no liability for how the RV is used during the rental period. Furthermore, the renter agrees not to disparage the Owner of the RV in any manner at any time.
49. Fees: The Renter agrees to not attempt to discharge any unpaid fees for damage, claims or other fees, assessed according to this agreement.
50. This agreement serves as a supplement to the rental agreement, regardless of the rental platform (Outdoorsy, RV Share, etc) and supersedes all contradictory terms of the platform rental agreement, if any. This agreement also supersedes any contradictory terms and conditions listed on the rental platform.

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Owner Signature and Date

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FEES ADDENDUM

BY SIGNING THIS ADDENDUM AND ACCEPTING KEYS, YOU UNDERSTAND THERE ARE EXTRA FEES THAT CAN OCCUR IF THE CONTRACT IS NOT ADHERED TO. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT, AND ANY ADDITIONAL COST, IF NECESSARY, WILL BE CHARGED TO YOUR BOOKING. BY SIGNING THIS, YOU ARE AUTHORIZING OUTDOORSY &/OR THE ACTUAL RV OWNER **Chris Flores** TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

WASTE TANKS NOT EMPTIED: **\$75** charge will be assessed if black and gray tanks are not emptied prior to return. (via your reservation OR per your deposit)

SMOKING IS STRICTLY PROHIBITED: **\$1500+** charge will be assessed if the smell of smoke is detected in the RV.

LATE RETURN: **\$50** per hour charge will be assessed if RV is returned later than agreed upon time.

PETS: Pets authorized by owner at time of pickup are welcome in the RV free of daily charge, but with an additional \$250 deposit required, per dog. Should any damage occur because of your pets, you are responsible for costs related to damage including, but not limited to, urine or waste stains, claw/scratch/chew marks, damage to furniture.

a. Any large amounts of pet hair left upon return will be subject to the Deep Cleaning Fee of **\$300**.

TOLL INVOICE: **\$70** charge will be assessed for out of state toll invoices plus the cost of toll charge for EACH invoice received.

CLEANING: **\$150** charge will be assessed if RV is returned unclean or in a condition less than received.

DEEP CLEANING: **\$300** charge will be assessed if RV is returned unclean or in a condition less than received AND requires extensive amounts of effort to clean or recondition.

LOCKOUT: \$2 per mile will be charged for owner to come and unlock RV if RV is 25 miles or less from the owner's location.

MISSING KEY(S): **\$150** charge will be assessed per each missing key(s).

ABANDONMENT/RETRIEVAL: **\$3,000** charge will be assessed if renter abandons RV at any location at any time during rental period which leads the RV owner to recover the RV, or if owner must retrieve the RV for any reason other than what has been discussed at time of booking.

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****ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 3%.**

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

ORIGINAL

Renter Initials: _____

ORIGINAL

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